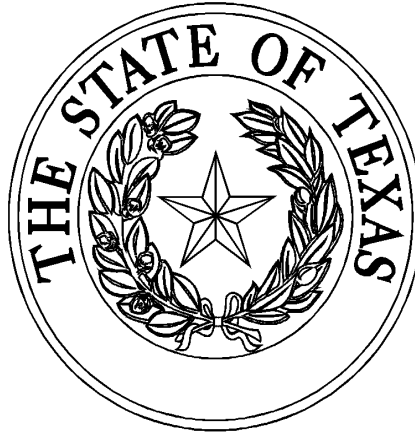


# **PUBLIC UTILITY COMMISSION OF TEXAS**

## **REQUEST FOR PROPOSALS TO PROVIDE RELAY ACCESS SERVICES**

**Authorized by**

**PUBLIC UTILITY REGULATORY ACT, SECTION 56.101**



**Public Utility Commission of Texas  
William B. Travis Building  
1701 North Congress Ave.  
Austin, Texas 78711**

**Closing Time and Date – 2pm, Central Time**

**October 10, 2016**

**Project No. 45872  
RFP Number 473-17-00001  
NIGP CLASS ITEM  
915-85**

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**PUBLIC UTILITY COMMISSION OF TEXAS**  
**REQUEST FOR PROPOSALS NO. 473-17-00001**  
**FOR A CONTRACTOR TO PROVIDE RELAY ACCESS SERVICES**

**SECTION 1 – INTRODUCTION**

The Public Utility Commission of Texas (PUCT) is issuing this request for proposals (RFP) for a telecommunications carrier to provide Texas statewide telephone relay access service (TRS or “relay service”) for persons with speech and/or hearing impairments. TRS provides telephone interpreting service for people who can hear and those who are deaf, hard of hearing, deaf-blind, or speech disabled. TRS makes it possible for persons with hearing loss or speech disability who may or may not be using special equipment to communicate with hearing persons without special equipment or with other persons with special equipment (e.g. oralist using voice-carryover conversing with a deaf person using a telecommunications device for the deaf (TTY)). The TRS provider selected must provide access to the telecommunications network in Texas equivalent to the access provided to other customers.

The statutes that establish TRS can be found in Texas Utilities Code Chapter 56, Subchapter D (Sections 56.101 et seq.). For your convenience, the statutes are available at the following URL: <http://www.statutes.legis.state.tx.us/Docs/UT/htm/UT.56.htm#56.101>.

The PUCT's rules concerning TRS are found in Title 16 of the Texas Administrative Code, Chapter 26, Section 26.414. For your convenience, the rule is available at the following URL: <http://www.puc.texas.gov/agency/rulesnlaws/subrules/telecom/26.414/26.414.pdf>

The Statement of Work (Attachment A) and related addenda contains detailed information concerning the service to be provided.

**SECTION 2 – ELIGIBLE PROPOSERS**

Proposers **must** have a minimum of ten (10) years’ experience similar to those described in Attachment A, Statement of Work (SOW). An entity or company with fewer than ten years’ experience is eligible to submit a proposal if key personnel on the proposal team (including subcontractors) have the minimum required experience. Proposers who do not meet this requirement are not eligible for award.

The PUCT encourages Historically Underutilized Businesses (HUBs) to compete for this award.

**SECTION 3 – AUTHORITY**

This Request for Proposals is issued pursuant to the PUCT’s authority under Texas Utilities Code, § 56.101.

**SECTION 4 – ANTICIPATED SCHEDULE OF ACTIVITIES**

RFP Release	9/09/2016
Last day to submit written question(s) regarding the RFP	9/14/2016, 5:00 p.m. CT
Deadline for submission of proposals	10/10/2016, 2:00 p.m. CT
Staff Recommendation for selection	10/17/2016
Selection approved	10/24/2016

Contract negotiations

October 2016

Contract period begins

12/01/2016

**Questions submitted to the PUCT will be answered within two business days after receipt and answers to all questions will be provided through an addendum posted on the Electronic State Business Daily (ESBD) website.**

**Disclaimer: Dates are subject to change at the PUCT's discretion.**

## **SECTION 5 – QUESTIONS**

The PUCT will accept **only written** questions and requests for clarification by e-mail to the attention of the personnel below. Inquiries and comments must reference RFP No. 473-17-00001.

Direct questions about the RFP to:

Jay Stone, CTPM, CTCM

[RFPCorrespondence@puc.texas.gov](mailto:RFPCorrespondence@puc.texas.gov)

**Please note: Mr. Stone is the only permitted point of contact. Contact or attempted contact with other PUCT employees, including Commissioners and their staffs, may result in a proposer's immediate disqualification.**

The PUCT will post additional information, responses to written questions, RFP modifications, and addenda on the PUCT and ESBD websites. It is the responsibility of interested parties to periodically check the websites for updates to the procurement prior to submitting a bid. The proposer's failure to periodically check the ESBD and the PUCT's websites will in no way release the selected vendor from requirements described in addenda or additional information, which could result in additional costs to meet the requirements of the contract.

<http://www.puc.texas.gov/agency/about/procurement/Default.aspx>

<http://esbd.cpa.state.tx.us/>

Proposers should check both websites often to ensure they have the most current information.

## **SECTION 6 – PROPOSAL REQUIREMENTS**

Proposers must file their sealed proposals in Project No. 45872 at PUCT Central Records before October 10, 2016, 2:00 p.m., CT. Proposals submitted in response to this request must meet all requirements in this RFP to be considered for selection. **Proposals delivered by facsimile or electronic mail will not be accepted under any circumstances.**

The PUCT's Central Records Division is open to the public for filing Monday through Friday from 9:00 a.m. to 5:00 p.m., excluding holidays. Central Records is also closed every Friday from noon to 1:00 p.m. unless there is an Open Meeting of the Commission that day. Proposals will not be considered if received in the Central Records Division after 2:00 p.m. CT on the closing date.

### **Delivery Address**

Central Records Division  
Room 8-100  
William B. Travis Building  
1701 North Congress

### **Mailing Address**

Central Records Division  
Project No. 44710  
Public Utility Commission of Texas  
P.O. Box 13326

**Please note: The PUCT will accept ONLY the time/date stamp of its Central Records Division as evidence of timely submission.**

**The PUCT WILL NOT accept a U.S. Postal Service postmark, a round validation stamp, a mail receipt with the date of mailing stamped by the U.S. Postal Service, a dated shipping label, an invoice or receipt from a commercial carrier, or any other documentation as proof of timely submission of any proposal. The PUCT assumes no responsibility, under any circumstances, for the receipt of a proposal after the deadline time and date established in this RFP.**

### **6.1 Number and Appearance**

The proposal submission shall include an information sheet that clearly states the name of the proposer; the name, address, and telephone number of the proposer's point of contact; the project number; and the RFP title and number. The information sheet must be the first page before the sealed proposal submission. Upon receipt of proposals, the PUCT will file the information sheets in Project No. 45872. All parts of the proposal following the information sheet shall be submitted in an envelope or other sealed container that is marked with the proposer's name and "Project No. 45872: CONFIDENTIAL."

Proposers shall submit one (1) copy of their proposal clearly marked "Original" with an original signature and three (3) additional hard copies of their proposal. Proposers shall also submit one (1) electronic copy of the complete proposal on a compact disk or flash drive in Microsoft Word. **Information required by Section 7.4 Compensation shall be included only in the original and electronic copy. No price information shall be included in any other portion of the response.** The three (3) hard copies of the proposal shall be identical to the original except for omitting the price information.

Proposals shall be written only on 8 ½" x 11" white paper using double or 1.5 spacing, and 12-point or larger Times New Roman font.

Proposals shall include all required attachments and certifications. The PUCT will not accept attachments and certifications submitted after the deadline. Failure to provide all required information shall make the proposal non-responsive and thus disqualified from consideration.

Proposals shall be bound in a three-ring binder.

Proposers shall not use the state seal or the PUCT seal in or on the proposal.

Proposals shall be free of any extrinsic items.

**Proposals are limited to 100 pages, including all attachments and certifications, but excluding section tabs or dividers. Proposals longer than 100 pages may be subject to immediate rejection without review. Evaluation team members will not read past the 100th page.**

## **SECTION 7 – PROPOSAL CONTENTS**

Proposals shall include the contents outlined below with each section marked with an index tab. Within each section, pages shall be consecutively numbered. The PUCT may reject a proposal that fails to include required contents.

### **7.1 Statement of the Requirements**

Each proposer shall succinctly state its understanding of this RFP's requirements and describe how it would perform the tasks described in Attachment A, SOW.

## **7.2 Competence and Knowledge**

Each proposer shall demonstrate the competence and knowledge to fulfill the requirements identified in Attachment A, SOW. The proposer should also describe any prior experience in providing similar services. The proposer shall describe methods they intend to use to develop and implement these services and an organizational chart identifying the functions and reporting relationships of the personnel who would be assigned to this work.

## **7.3 Qualifications**

For each person a proposer identifies to perform the work described in this RFP, provide a detailed resume that describes the services they would perform, their qualifications, and their experience.

## **7.4 Compensation**

The TRS provider will be compensated at the rate and under the terms and conditions established in the contract with the PUCT based on the price proposal accepted by the PUCT. Invoicing and payment will be made monthly unless otherwise approved in writing by the PUCT.

If a proposer believes that additional work is required to meet the PUCT's goals, the proposer should identify the additional work and the associated price to accomplish that additional work. The PUCT requires proposers to demonstrate how elements of the price correspond to elements of the proposed work plan.

### **Please note:**

**Compensation for the Services outlined in Attachment A, SOW, will be based on the price proposal accepted by the agency. Unless otherwise approved in writing by the PUCT, payments will be made based on the invoicing and payment terms of the resulting contract. The PUCT will not reimburse any out-of-pocket expenses or expenses not contemplated at the time of contract execution.**

## **7.5 References**

Each proposer shall provide at least three references, including contact information with email. The PUCT prefers references from clients for whom the proposer has performed similar work, including other state commissions or boards. Do not use the PUCT or any individuals employed by the Commission as a reference. Any negative responses received may be grounds for disqualification of the proposal.

## **7.6 Statement on Potential Conflicts of Interest and Prohibited Relationships**

Proposers must be neutral and impartial, must not advocate specific positions to the PUCT, and must not have a direct financial interest in the provision of electric, telephone, water or sewer service in the state of Texas. Proposers (including all employees and sub-contractors of proposers) must identify any personal or business relationships with any electric, telecommunications, water or sewer utility or utility affiliate operating in Texas or any company participating in, or having a pending application at the PUCT to enter, the Texas retail electric market, telecommunications market, or water or sewer utility market. Proposers must identify the extent, nature, and time aspects of those relationships. Entities having a conflict of interest, as determined by the PUCT, will not be eligible for contract award.

**If a proposer does not have any known or potential conflict of interest, the proposal must include such a statement. Failure to provide either a statement describing potential conflicts of interest or a statement that no potential conflicts exist shall automatically disqualify the proposer. This statement shall be signed before a notary public by the**

**highest-ranking officer of proposer's entity having responsibility for vetting corporate conflicts of interest, e.g. a corporate executive vice president rather than the head of an operating or regional unit of the firm. If the circumstances described by a proposer change or additional information is obtained subsequent to submission of proposals, the proposer must supplement its response under this provision as soon as reasonably possible upon learning of any change to their affirmation.**

The PUCT will determine whether a conflict of interest or the perception of a conflict of interest exists from the perspective of a reasonable person uninvolved in the matters covered by the resulting contract. The PUCT is the sole arbiter of whether a conflict or the appearance of a conflict of interests exists. The PUCT encourages proposers to provide complete disclosure of matters that might be considered a conflict of interest. The PUCT may consider completeness of disclosure in evaluating whether a conflict of interest or the appearance of a conflict of interest exists.

Each proposer shall address how the proposer intends to ensure that no interest arising or potentially arising as a result of its activities or those of its parent, affiliate, or other related entity will conflict with the proposer's duty should it be selected to provide the services described in Attachment A, SOW.

Each proposer shall identify its lobbyists registered with the Texas Ethics Commission and their compensation and shall include a statement describing what involvement, if any, the lobbyists shall have in connection with (1) this engagement and (2) electric utility, telecommunication utility, water utility and/or sewer utility legislation and policy.

The PUCT is restricted in its ability to enter into contracts with former PUCT employees, Commissioners, or Executive Directors and entities that employ those individuals by Section 669.003. Persons who have been employed by the PUCT or by another state agency in Texas fewer than four years ago shall disclose in the proposal the nature of previous employment with the state agency and the date the employment ended.

#### **7.7 Historically Underutilized Business Certification and Required HUB Subcontracting Plan**

If the proposer is HUB certified by the Texas Comptroller of Public Accounts or the former Texas Building and Procurement Commission, now known as the Texas Procurement and Support Services Division (TPASS), the proposer shall submit a copy of its HUB certificate.

In accordance with Texas Government Code Section 2161.252, the PUCT has determined that subcontracting opportunities are probable under this contract. Therefore, proposers, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response if the total dollar amount of the proposal response is greater than \$100,000. Proposers must complete and submit their signed HUB Subcontracting Plan (HSP) with their solicitation response.

**Note: Responses that do not include a complete HSP shall be rejected pursuant to Texas Government Code Section 2161.252(b). See Attachment C.**

#### **7.8 Required Certifications**

**Proposals must contain a signed statement certifying that:**

- A. All statements and information prepared and submitted in response to the RFP are current, complete and accurate;
- B. The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip,

favor, or service to a public servant in connection with this proposal;

- C. The proposer is not currently delinquent in the payment of any franchise tax owed to the State of Texas;
- D. The proposer has not, nor has the firm, corporation, partnership, or institution represented by the proposer, nor anyone acting for such a firm, corporation, partnership or institution, (i) violated the antitrust laws of this state or federal antitrust laws, nor (ii) communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business pursuant to 15 U.S.C. Section 1, et seq. and Texas Business & Commerce Code Section 15.01, et seq.;
- E. The proposer has not received compensation from the PUCT, or any agent, employee, or person acting on the PUCT's behalf for participation in the preparation of this proposal pursuant to Texas Government Code § 2155.004(a);
- F. The proposer is in compliance with Texas Government Code Section 669.003, relating to contracting with the current or former executive head of a state agency. If the proposer is a current or former executive head of a state agency or employs or contracts with a current or former head of a state agency, the proposer shall provide (1) the current or former executive's name; (2) the name of the state agency; (3) the date of the former executive's separation from the state agency, if applicable; (4) the executive's current position with the proposer; and (5) the date the current or former executive's employment with the proposer began;
- G. The proposer is not ineligible for contract award under Texas Government Code Section 2155.006 and acknowledges that any contract may be terminated and payment withheld if this certification is or becomes inaccurate; and
- H. The proposer played no part in the development or drafting of this RFP.
- I. If a Texas address is shown as the address of the proposer, the proposer either (i) qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20, or (ii) has included in the proposal a statement that the proposer does not qualify as a Texas Resident Bidder.

## **7.9 Other**

Proposer shall provide an audited financial statement that demonstrates proposer is financially capable and possesses sufficient resources to sustain a project of this size throughout the duration of the contract.

If incorporated in Texas, a proposer shall attach to the proposal a current franchise tax Certificate of Good Standing, issued by the Texas State Comptroller's office.

If incorporated in Texas, a proposer shall also provide to PUCT the corporation's charter number issued by the Texas Secretary of State's office.

Each proposer shall provide its 9-digit Federal Employer's Identification Number (EIN) or 5-digit State of Texas Vendor's Identification Number (VIN).

Pursuant to Texas Family Code Section 231.006, each proposer shall include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

## **SECTION 8 – CONDITIONS**

**8.1** All proposals and copies of proposals become the property of the PUCT upon receipt.



- 8.2** The PUCT reserves the right to reject any and all proposals, to amend this RFP, and/or cancel this RFP at any time. After the proposal due date, amendments to the RFP shall be sent only to proposers who submitted a proposal.
- 8.3** Neither the PUCT nor the State of Texas shall reimburse any proposer for any costs related to preparing a response to this RFP.
- 8.4** The PUCT reserves the right to negotiate all or portions of any proposal tentatively selected for award, including the proposed fee. The PUCT may request a best and final offer. The PUCT may request an oral presentation or other additional information from one or more proposers.
- 8.5** Proposers understand and agree that no public disclosures or news releases pertaining to this RFP, any subsequent contract, or any results or findings based on information provided or obtained to fulfill the requirements of this RFP or subsequent contract shall be made without prior written approval of the PUCT.
- 8.6** Proposers understand that any proposal may be withdrawn in writing before the deadline for receipt of proposals. The PUCT will not return withdrawn proposals. Proposers further agree that any proposal that is not withdrawn shall constitute an irrevocable offer to provide the services set forth in Attachment A, SOW, for the shorter of: a period of 90 days from the RFP closing date or until the PUCT has made a selection.
- 8.7** The PUCT reserves the right to seek proposal clarification from any proposer to assist in making decisions. Conference calls and/or a meeting and presentation by selected proposers may be called by the PUCT and held in Austin to obtain further information. Any cost incurred by the proposer for the meeting and presentation shall be borne solely by the proposer and the presentation shall become the property of the PUCT.
- 8.8** Section 2155.077 of the Texas Government Code provides that a vendor may be barred from participating in state contracts that are subject to Subchapter B, General Purchasing Requirements, Procedures, and Programs including contracts for which purchasing authority is delegated to a state agency. If a proposer is barred from participating in state contracts, its proposal shall be disqualified and shall receive no further consideration.
- 8.9** For each purchase of goods or services for which a state agency is required to use the best value standard, the state agency is required to input into the statewide vendor tracking system information about whether the vendor satisfied that standard. At the end of the contract, the PUCT shall input the required information about the contractor's performance. Likewise, when PUCT is evaluating proposals, each proposer's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Texas Government Code Sections 2155.074, 2155.075, 2156.007, and 2157.125.

Proposers may fail this selection criterion for any of the following conditions:

- 1) Having a score of less than 90% in the Vendor Performance System;
  - 2) Being currently under a Corrective Action Plan through the Texas Comptroller of Public Accounts (CPA);
  - 3) Having repeated negative Vendor Performance Reports for the same or similar reason;
- or

4) Having purchase orders that have been cancelled in the previous 12 months for non-performance (e.g. late delivery, etc.).

Contractor performance information is located on the CPA web site at:

[http://www.window.state.tx.us/procurement/prog/vendor\\_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/).

CPA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code § 20.108), CPA may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of CPA, and any negative findings, as determined by CPA, may result in non-award to the proposer.

## **SECTION 9 – SELECTION CRITERIA**

The PUCT shall make the selection and award on the basis of the proposer's demonstrated knowledge, competence, and qualifications to provide the services described in Attachment A, SOW, as indicated in the table below. The criteria are listed in the order of importance to the PUCT.

### **A. Proposal Quality 30%**

1. Clear understanding of Statement of Work
2. Thoroughness and practicality of approach
3. Clarity regarding proposal objectives and quality of proposed approach for meeting those objectives
4. Innovation and creativity

### **B. Competence and knowledge 40%**

1. Technological sophistication of the proposed network
2. Service enhancements
3. Demonstrated competence and experience
4. Management Structure
5. Assigned staffing qualifications

### **C. Proposed Compensation 30%**

All other factors being equal, preference shall be given to a proposer who is incorporated in Texas, whose principal place of business is in the state, or who has an established physical presence in the state.

## **SECTION 10 – REVIEW OF PROPOSALS**

The PUCT will assemble an evaluation team that will begin proposal evaluation as soon as practicable after the submission deadline. Evaluation team members will score each proposal individually using the criteria stated above. After individual scoring, the evaluation team will meet and discuss the proposals and will make a recommendation for selection or a recommendation to take further action. **No information will be provided to proposers about the status of the proposals while they are under evaluation.**

After the evaluation team ranks each proposal based on individual scores, the evaluation team may pose clarifying questions of, or ask for best and final proposals from, the highest-ranked

proposers. The evaluation team may also hold discussion sessions with the highest-ranked proposers. The team may rate proposals again following questions, requests for best and final proposals, or oral presentations/discussion sessions.

Final recommendations will be presented to the Executive Director of the Public Utility Commission of Texas. The Executive Director may (1) approve the recommended selection in whole or in part, (2) disapprove the recommendation, or (3) defer action on the selection.

The PUCT will begin contract negotiations shortly after notification. The PUCT's standard contract terms are found in Attachment B. The successful proposer may offer changes to these terms or additional terms in their proposal, but the PUCT may reject them in our sole discretion. The parties will negotiate a final schedule for performance that will be incorporated into the final contract.

The PUCT will notify each proposer of the final action taken upon execution of contract with the selected proposer.

#### **SECTION 11 – CONTRACT TERM**

The contract shall begin on December 01, 2016, and shall continue in effect until November 30, 2020, unless terminated earlier as provided under the terms of the contract.

#### **SECTION 12 – TEXAS PUBLIC INFORMATION ACT**

Following award of a contract, all proposals are public information and subject to release. Some information in proposals may not be subject to release because it is confidential business or financial information or a trade secret. Proposers are advised to consult legal counsel regarding disclosure issues and to take appropriate precautions to safeguard trade secrets and any other proprietary information, including copyrighted information. If a proposer believes that parts of its proposal are confidential, then the proposer **MUST** stamp the term “**CONFIDENTIAL**” in bold on the part(s) of the proposal that the proposer believes to be confidential.

If the PUCT receives a request for any information submitted to the PUCT in connection with this RFP, the PUCT will follow the requirements of the Texas Public Information Act (Texas Government Code Chapter 552) by notifying proposers and the Office of the Attorney General. The PUCT assumes no obligation for asserting legal arguments on behalf of proposers. The PUCT may release parts of proposals that are **not** marked confidential without notifying the proposer.

**ATTACHMENT A**  
**STATEMENT OF WORK**

**I. Definitions**

**II. Management Requirements**

- A. The Telephone Relay Access Service (“TRS” or “relay service”) account manager must be stationed at a relay center in Texas. The TRS account manager must be responsible for TRS in Texas only, including all subcontracted relay services provided by this contract.
- B. The TRS center(s) must be located in Texas. However, the TRS provider may reroute up to twenty (20) percent of the total traffic to its relay center(s) in other states if necessary to meet required average speed answer (ASA). In addition, the TRS provider may reroute up to 100% of emergency calls to other relay centers, including relay centers in different states if necessary.
- C. Up to 100% of Desirable Services may be provided from outside of Texas if the proposal clearly shows:
  - 1. The method used to ensure that these services will be continuously monitored, assessed for quality control, and managed to ensure that each subcontracted service will maintain the same level of quality as other instate services required by the Texas TRS contract;
  - 2. The services are provided more cost effectively from locations(s) outside Texas as compared to being located inside of Texas.
- D. Although it is a Mandatory Service, up to 100% of Captioning Telephone Voice Carry Over (VCO) service may be provided from outside of Texas if the proposal clearly shows:
  - 1. The method used to ensure that these services will be continuously monitored, assessed for quality control, and managed to ensure that each subcontracted service will maintain the same level of quality as other instate services required by the Texas TRS contract;
  - 2. The services are provided more cost effectively from locations(s) outside Texas as compared to being located inside of Texas.

**III. Service Categories**

- A. Proposers must use the service categories when submitting proposals. See Section V.II. of this Statement of Work for pricing definitions and instructions. All prices must be in conversation minutes.
- B. Mandatory – Proposers must adhere to these service categories in providing the TRS, unless proposer clearly explains any exceptions pursuant to the pricing instructions in Section V.II. of this Statement of Work. The price for all mandatory services must be included in one per-transaction rate for TRS and one per-transaction rate for VCO for the entire 4-year contract term.

Proposers must offer Captioned VCO telephone service, as part of their proposals.

- C. Exceptions – If a TRS provider plans to deviate from the requirement of any service specifications or is unable to provide mandatory service, the proposer must clearly identify all such deviations or inabilities in the proposal.
- D. Additions – The proposer may propose enhancement feature(s) not described in this RFP.

#### **IV. Mandatory Services**

##### **A. Availability.**

The TRS provider shall make the TRS accessible and available for all Texans 24 hours a day, 365 days a year. Callers shall be able to place calls from their primary location and locations other than their primary location – anywhere in the world where telecommunications systems exist and from any locations reachable by wireless services (such as cell telephones) and shall be able to utilize alternative billing arrangements.

##### **B. Compliance with Existing Regulations**

The TRS provider shall establish procedures regarding complaints, inquiries, and comments about the TRS, TRS subcontractors, and all relay calls contracted through Relay Texas, and all TRS personnel. The TRS provider must ensure that relay callers who wish to register a complaint are able to reach a supervisor or administrator while connected during a relay call. Proposers must also include safeguards for complainant privacy and confidentiality.

The TRS provider must keep all complaints along with detailed reports specifying the manner in which the contractor responded to the complaint and whether the complaint was resolved. The contractor shall submit this report monthly and submit an annual report to the PUCT containing all information required by the FCC including the MARS report, complaint log report, and others as required by the FCC.

##### **C. Technical Specifications**

1. **Switching System:** The switching system must ensure that no calls are dropped due to technical failure on the part of the TRS provider. Proposers' switching system must be capable of undergoing preventive maintenance while the system is in operation.
2. **Network Configuration:** The TRS provider's transmission circuits shall meet or exceed industry interexchange performance standards as identified by the ANSI T1.506-1990, Network Performance — Transmission Specifications for Switched Exchange Access Network standards for circuit loss and noise. Proposers should describe the facilities, telecommunications equipment, and software the proposer will use in providing TRS, including all subcontracted work. Proposals should include a network design diagram that describes the network configuration to be used. This segment of the proposal should describe how callers will access the service and how the proposer would handle the calls.
3. **Service Expansion:** The TRS provider must be capable of expanding the

service in response to increasing demand. Proposers must meet this requirement and must identify any trends likely to increase the demand for relay services during the contract period. The TRS shall maintain, throughout the contract term, all telephone relay performance standards specified in the Request for Proposals.

4. **Technology Innovation:** Proposers must describe how they plan to use changes and improvements in telecommunications technology to improve relay service.
5. **Uninterruptible Power System:** The relay center(s) must have a back-up system sufficient to allow the center(s) to operate for a minimum of 12 hours after a power failure. Re-routing to other centers in an emergency situation is acceptable and encouraged, but does not replace the back-up system.
6. **Disaster Recovery Plan:** Proposals must include a business recovery plan to recover and restore relay service in the event of a disaster that shuts down relay service. The TRS provider will notify the PUCT Contract Administrator of any disruption in service that lasts more than 30 minutes. The TRS provider will provide such notification within three hours of the time the disruption begins. In its notification of service disruption, the TRS provider shall explain how the problem will be corrected and give an approximate time and date when relay service will be in full operation. Additionally, after the service is back in full operation, the TRS Provider shall submit a written report on the problem and resolution to the PUCT Contract Administrator. Note: If Average Speed of Answer (ASA) is over 5 seconds due to disasters beyond control of TRS Provider and the TRS Provider requests that the penalty fee be waived, then the TRS Provider shall submit to the PUCT Contract Administrator the request for waiver within 7 days of the occurrence. Proposers must enroll in the FCC's Telecommunications Service Priority (TSP) program and continue to operate telephone relay services in the event of terrorist acts.

#### D. Standard Service Specifications

1. **Local and Intrastate Toll Calls:** The proposed relay service must provide local and intrastate toll calls.
2. **Interstate Toll Calls:** Proposers must provide interstate relay service. Funding for interstate service will come from the interstate jurisdiction as mandated by the Federal Communications Commission.
3. **Billing Requirements:** Proposers must meet the following requirements:
  - (i) Proposers must have the capability to charge relay users for collect calls, person-to-person calls, and calls charged to a third party;
  - (ii) Proposers must have the capability to bill any Texas local exchange company calling card and any non-proprietary interexchange company calling card;
  - (iii) Billing must originate in the geographic locality where the caller is situated and end in the geographic locality of the called party; and
  - (iv) Proposals must include a complete description of how the proposer will bill relay users for all calls, including procedures for obtaining information from the local

exchange companies, whether the billing will be performed in-house or sub-contracted, and a sample bill.

4. 7-1-1 Service: The TRS must be accessible by dialing 7-1-1. The TRS provider will utilize a Voice Response Unit (VRU) to answer 7-1-1 dialed calls. The VRU will answer with a brief voice interactive menu to give hearing persons an opportunity to press a button to connect to a relay agent to make a voice call. If there is no selection detected, the call will automatically transfer to TTY mode. The TRS Provider will use automatic number identification (ANI) to brand the calls based on the device used for future relay calls from the same ANI. The User Database configured by relay user (including hearing persons) will override ANI branding. The TRS Provider shall then reroute 7-1-1 calls to the relay user's preferred 8xx number (such as VCO, TTY, STS, etc). The TRS provider shall continue to provide 8XX relay. The TRS provider will provide a monthly report showing how many relay calls are initiated by 7-1-1 and 8XX users.
5. Automatic Branding: Proposers must include automatic branding as follows:
  - (i) when a relay user calls Relay Texas through 711, automatic number identification (ANI) will automatically brand the telephone number to 711 for future use;
  - (ii) the next time a relay user uses the same telephone number, the ANI will automatically provide the requested type of call:
  - (iii) if the relay user uses a different type of call, then ANI will brand the telephone number with the new type of call for future use.
6. User Database and Relay User Input. To assist in making relay calls more efficient, proposers must provide a database of users' call preferences such as type of call, billing information, speed dialing, slow typing, carrier of choice, etc. This information, once provided by the relay user must appear on the agent screen when a user calls the relay center from the registered ANI. Relay users must be able to provide their database information to the relay provider via mail, fax, and Internet. Note: If a relay user states a preference for a type of call, such as American Standard Code Information Interchange (ASCII), Voice Carryover (VCO), Speech-To-Speech (STS), etc. this preference will override the automatic branding. A different relay user may use the telephone number with permanent branding, but must be able to ask for a different type of call. The permanent branding remains effective until the relay user specifically requests that the TRS provider's agent change the user's preference in the database.
7. Usage. The proposer will not place restrictions on the length or number of calls placed by customers through the TRS, even during peak times.
8. Access to Automated System. Proposed services must allow users (including but not limited to TTY, VCO, ASCII, Hearing-Carryover (HCO and STS)) to call services in order to send messages. These services can include paging services, voice menus, answering machines, or any other automated system that either records or passes on a voice, text, or electronic messages to the other party.
9. Courtesy and Intercept Messages. Each proposal must provide that after five rings a

- courtesy message will inform callers that they have reached Relay Texas or, when applicable, the Captioned Telephone service provider. An example of a courtesy message would be "Welcome to Relay Texas. An agent will be with you shortly." Appropriate intercept messages shall also be provided if there is a system failure or if all relay stations continue to be busy. This message will occur no longer than 30 seconds after the courtesy message has been invoked and may be repeated. Note: An intercept message with a customer waiting on the line shall not constitute an answer. Accordingly, the TRS provider shall not bill the time in queue to the TUSF. Busy signals are not allowed, unless related to equipment failure of a third party.
10. Carrier of Choice (COC). The proposed service must allow the relay user to choose his or her preferred interexchange carrier (IXC) when placing toll calls through TRS. The relay agent is not required to offer the option, but must describe the option when asked by a relay user. An explanation of COC must be included in all appropriate relay publications. The TRS provider must maintain a list of participating long distance carriers and share it publicly.
  11. Text and Voice Calls. Each proposer must design its system so that the TRS shall be capable of receiving and transmitting voice and text calls that may involve electronic signals, including but not limited to Baudot code and ASCII standards.
  12. Type of Transmission. The TRS shall be able to process relay calls made by digital and analog transmissions, including calls placed using enhanced speed options such as turbocode and dial-through technology as offered by TTY manufacturers, during the contract period. Proposers must specify the type of enhanced speed, if any, to be used in the TRS platform.
  13. Charges for Local Calls. In compliance with the PUCT's Substantive Rule §26.414 (b)(3)(A), local exchange carriers shall not impose access charges on calls made through the TRS which originate and terminate within the same toll-free local calling scope.
  14. Extended Area Service (EAS). Each proposer must ensure that relay users are not billed for toll usage when completing EAS calls, including calls made by or to subscribers of optional EAS.
  15. Charges for Intrastate Toll. Proposers must provide a copy of the intrastate toll rates that will be billed to relay users.
  16. Answering Machine and Voice Mail Procedure: The TRS provider shall use the following minimum procedures for processing relay calls that reach an answering machine or voice mail.
    - (i) The relay agent will inform the caller when an answering machine or voice mail has been reached. In the event a captioned VCO telephone service provider is handling the call, the captioned VCO telephone service agent will inform the caller when an answering machine or voice mail has been reached.
    - (ii) When the relay caller is a text user and the answering machine message is long, the agent will record the message, and convey it to the relay user in its entirety.



- (iii) The relay agent will relay the complete outgoing message verbatim including the option for the relay caller to leave a message if stated on the outgoing message.
  - (iv) The relay agent will leave the relay caller's message (voice or text).
  - (v) The relay agent will confirm to the caller that the message has been left.
  - (vi) The relay caller will be charged for only one call (the first call) regardless of the number of calls that may be required to retrieve and convey the answering machine message and/or to leave a message.
17. Recording Answer Machine or Voice Mail: If the caller reaches an answering machine or voice mail, the proposed system must allow the relay agent to record a voice announcement and relay the message to the caller without having to call back each time to get the entire message. The proposed system must provide for deletion of the recorded message once the relay call is completed.
18. Voice Menus Procedure: The proposed system must allow relay agents to convey voice menus to the relay user quickly in order to process the relay call as quickly as possible. The TRS provider will charge the relay caller for only one call (the first call) regardless of the number of calls that may be required to retrieve and convey the voice menu message.
19. One-Line Answering Machine or Voice Mail Retrieval: The proposed system must allow a relay user to call Relay Texas to retrieve voice messages from answering machines or voice mail without connecting to the third party. The proposed system must allow the relay agent to record messages from answering machines or voice mail and then relay the message to the caller. The proposed system must provide for deletion of the recorded message once the relay call is completed
20. Number Verification and Identification of Calls. The proposed system must provide a text relay user with the number dialed and identify the type (local, long distance, toll free) of call made. This will help users know if a number has been misdialed and be aware whether the call is local, long distance, or toll free.
21. Access to 9xx and 8xx Pay-Per-Call Services: The proposed system must allow access to and end-user billing for 9xx and 8xx number pay-per-calls. The proposal must identify how the system will determine if the end user's phone number is blocked from making such calls. The 50% discount rates for intrastate relay calls do not apply to these calls.
22. Access to Restricted 8xx Numbers: The proposed system must allow access to regionally restricted 8xx numbers by local relay users in cities or towns where relay centers are outside these regions.
23. Directory Assistance: The proposed system will allow users to access local and long distance directory assistance through the TRS. Local directory assistance calls must be billed to end users at the same rates (or less) that are billed by the local company serving the end user. Long distance directory assistance calls must be billed at the proposer's tariffed rate or at the tariffed rate of the carrier used for long distance directory and only conversation minutes used in the call will be compensated.

24. **Emergency Calls:** The proposed system must include appropriate procedures for handling emergency calls in the shortest possible time. Proposers must offer a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if he had dialed 911 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner. Proposers must explain any exception to a fully electronic transfer of emergency calls.
25. **Blockage Rate: Mandatory:** The proposed system must not allow a caller to receive a busy signal. The proposed system must utilize a queue service when a busy signal is detected, unless it is related to an equipment failure of a third party.
26. **Average Answer Time:** Proposed average speed of answer (ASA) times shall not exceed 5 seconds in a single 24-hour period. This includes special services such as STS, STS/VCO, Captioning Telephone VCO, etc. The TRS provider shall measure by sampling the ASA a minimum of once every 30 minutes for each 24-hour period. ASA shall be measured from the time the call hits the first measurable switch point to the point at which a relay agent is dedicated to the call. An answer shall mean that the relay agent is ready to render assistance and/or ready to accept information necessary to process the call.
27. **Caller-ID:** The proposed system must display a caller's telephone number on the called party's Caller ID. Proposers shall describe how they will provide this feature. Caller ID options, such as blocking or anonymous call rejection must be provided.
28. **ASCII Split Screen:** The proposed system must provide a "Split-screen" for relay agents handling ASCII calls upon a caller's request.

E. Service Specifications.

1. Proposers must address each of the following service specifications in their proposals, describing the functionality they will provide in each category and providing enough detail to allow reviewers to understand precisely how the proposed system will provide the following services.
  - (i) Voice Carryover (VCO)
  - (ii) Two-Line VCO (2LVCO)
  - (iii) Hearing Carryover (HCO)
  - (iv) Two-Line HCO (2LHCO)
  - (v) Modes for VCO and HCO
  - (vi) The proposed system must allow VCO and HCO users to utilize both TTY modes: acoustic mode and direct connect mode. The proposed system also must allow VCO relay users to set up a call using voice communication without the TTY transmission that is normally required to set up the relay call.

- (vii) Flexibility in Using VCO and HCO: The proposed system must provide VCO and HCO upon request of the relay user if either VCO or HCO 800 numbers are not used by the person placing the call.
- (viii) Releasing Relay Call - TTY to TTY: The proposed system must allow a call that began as a voice-user to TTY call to become a TTY to TTY call. Note: Once the user releases a relay call, the TRS provider shall not bill the remainder of the call time to the TUSF.
- (ix) Speech-To-Speech Relay Service for Speech Disabled (STS)
- (x) Speech-to-Speech Relay Service for Persons with Hearing Loss with Speech Understandable by Trained Relay Agents (STS/VCO)
- (xi) Slow Typing for Deaf-Blind and Visually Impaired Users: Agents shall type at a slower speed for Deaf-Blind and Visually Impaired relay users. The agent must maintain the typing speed throughout the call, in order to maintain efficiency.
- (xii) Default Typing Speed for Deaf-Blind 800 number: The proposed system must have a default buffer typing speed of 15 words per minute when a caller uses an 800 number for deaf-blind or visually impaired persons. The relay agent may type at a normal pace, but the text will come across to the users at a rate of 15 words per minute. This service must allow the user to request increased or decreased rates of the transmission of text in increments of 5 words per minute.
- (xiii) Spanish Translation: The proposed system must provide both Spanish-only and translation services: Spanish to Spanish, Spanish to English, or English to Spanish.
- (xiv) Unique 8xx and 9xx Telephone Numbers for Services: The proposed system must provide a separate 800 for each of these services: TTY, ASCII, VCO, STS, STS/NCO, Captioning Telephone VCO (incoming calls from hearing parties), Spanish, Reduced Typing Speed, and 8xx/9xx Pay-Per-Call.
- (xv) Existing 8xx Telephone Numbers: The proposed system will use existing Relay Texas 8xx numbers for VCO, HCO, STS, Reduced Typing Speed, STSVCO, 2LVCO, ASCII, 8xx/9xx Pay-Per-Call, Voice, TTY, and Captioning Telephone VCO.

#### F. Relay Agent Specifications

Each proposer must address the following agent specifications in their proposals, describing how it will fulfill the requirements with enough detail to allow reviewers to understand precisely how the proposer plans to staff relay services.

1. Identification of Relay Agent — Gender and Number: Each relay agent who processes Relay Texas calls, TRS, and captioned telephone VCO service will be assigned an identification number. When answering a relay call, the relay agent will answer with his or her number and gender identification such as: "RTX 105M". The relay caller must be able to request an agent of a specific gender.

2. Confidentiality: TRS must be provided in a manner that ensures confidentiality regarding existence and content of conversation as required by applicable laws. The TRS Provider must outline disciplinary and/or termination procedures in writing if relay agents violate confidentiality laws. Chapter 82 of the Texas Human Resources Code (as amended) contains confidentiality requirements for relay agents and interpreters and may be found at the following URL:  
<http://www.statutes.legis.state.tx.us/Docs/HR/htm/HR.82.htm>.
3. Relay Agent Training: TRS Relay agent training must include instruction on proper translation/interpretation of typed ASL (ASL gloss and ASL grammar), information about deaf culture, and information about the needs of hard-of-hearing, speech-disabled, and deaf-blind users. Training will involve simulated call handling. Appropriate parts of agent training shall be provided by persons from the deaf, hard-of-hearing, speech-disabled, and deaf-blind communities with expertise in the field of language interpreting, ASL. A minimum of three days (24 hours) of training should be focused on understanding basic American Sign Language. New relay agents may not be released from probationary status prior to showing a basic understanding of written ASL gloss for a minimum of three months. This requirement should in no way alter the at-will status of relay agents' employment. Proposers shall describe how they will provide increased oversight to probationary agents.
4. Relay Agent Counseling: The proposal shall outline counseling and support programs to assist TRS and CTS VCO relay agents in dealing with the emotional aspects of relaying calls. The programs must maintain confidentiality as required above.
5. Procedures for Relaying Communication: All relay agents must convey the full content, context, and intent of the relayed communication style being translated. Throughout the phone call, relay agents must strive to maintain functional equivalency to a standard (non-TRS) phone call. All secondary activities that would normally be known to a hearing person engaged in a telephone conversation must be relayed whenever possible. Unless the relay user requests otherwise, the agent shall relay all calls according to the following procedures:
  - (i) Circumstances under which a relay agent explains the relay service: When a non-text user receives a relay call, the TRS relay agent will ask whether he or she has previously used TRS. If such user has used TRS before, the call will be processed without further delay. If not, the relay agent will explain how the service operates and will notify the text relay user, using parentheses that TRS is being explained. The TRS explanation will be brief and concise. A suggested format is: "The person who is calling you is either deaf or speech-disabled. The caller is typing a conversation, which will be read to you. When you hear the words "Go Ahead," it will be your turn to speak. Please speak directly to the caller. Everything that is heard will be typed to them. One moment for your call to begin." When a non-text relay user initiates a call to Relay Texas, the relay agent will NOT ask whether he or she has previously used TRS unless it is obvious to the relay agent that the relay user does not know how to use TRS. If proposers have another explanation other than above suggestion, please note the explanations in the proposal. If there is more than one explanation to meet specific features of TRS callers (made from VCO, HCO, or other TRS features, please note those as well.

- (ii) The originating relay user retains full control of the call: The caller shall have the option of telling the relay agent what aspects of the call she or he will handle. For example, a text relay caller may request that he or she introduce relay services to the called party, rather letting the relay agent do the introduction.
- (iii) Relay agents shall maintain a neutral position: Relay agents shall not counsel, advise, or interject personal opinions or additional information during a relay call, even if the relay communication breaks down. An exception to this occurs when either the relay caller or called party requests assistance from a relay agent or during an emergency call. Even then, a neutral position must be maintained to the extent possible. Relay agents shall not offer any advice based on personal judgments regarding the content of any relay communication (i.e., "Don't do what he is asking you to do" or "he's trying to rip you off"). Relay agents shall not have a personal conversation with anyone who calls the TRS at any time, except to extend a polite and concise response when prompted, such as "thank you" if a relay user comments on a job well done.
- (iv) Relay agents shall keep both parties informed on the status of the relay call: This information includes, but is not limited to, an indication of such signals as dialing, ringing, busy, disconnected, recording, fax sound, or holding. Captioned telephone VCO relay agents shall keep CTS VCO users informed regarding the status of a call, including but not limited to an indication of such signals as dialing, ringing, busy, disconnected, recording, fax sound, or holding.
- (v) To the extent possible, the relay agent shall identify to the text and CTS VCO relay user whether the hearing or voice user is female or male by using parentheses at the beginning of a call as follows: "(M)" or "(F)"
- (vi) All comments directed to either party by the relay agent shall be relayed to the other party. For example, if the relay agent asks a hearing party, "Will you accept a collect call?" these words will be relayed to the text and CTS VCO relay user in parentheses. Likewise, all comments directed to the relay agent by either party shall be relayed. For example, if a text relay user types, "Yes, I will accept the charges," these words will be relayed to the other relay party as "(The party says, 'Yes, I will accept the charges.')."
- (vii) Relay agents shall, to the best of their abilities, convey to the text and CTS VCO relay user the voice relay user's tone of voice. Whenever possible, characterizing of tone of voice will first be conveyed with descriptive words such as "yelling," "crying," "loud," "quiet," or "foreign accent." These words shall be in parenthesis. If it is clear to the relay agent that the tone of voice is more emotional than the descriptive sound words can provide, then relay agent can type something such as "(sounds angry)" in addition to the descriptive sound words if it makes conversation clearer. Such descriptions and other similar utterances shall be in parenthesis, preceded by the word "sounds." Relay agents may also be creative in the ways that they may convey the hearing person's vocalizations to the text user. If the voice Relay User "groans" or "hums" these could be relayed as "OOOhh" or "hmmm." An excited "yes" may be relayed as "yesss!!!". The TRS and CTS VCO Provider shall provide training in voice tone conveyances as part of the overall agent training.

- (viii) When the relay agent verbalizes for the text relay user, the agent shall adopt a conversational tone of voice appropriate to the type of call being made. If a text user types an expression (for example "000h") the relay agent shall verbalize accordingly.
- (ix) The relay agent will identify background noise (e.g. "baby crying," "music," and "coughing") to the text and CTS VCO relay user whenever possible.
- (x) There shall be no censorship or omission by relay agents in any situation. Relay agents must convey everything, including profanity, to the other party.

#### G. Relay Agent Skills and Proficiency

The TRS provider shall ensure that no relay agent who, within the training period, lacks the skills listed in the following subsections shall be used as a relay agent, with the few exceptions as noted.

1. Relay agents must possess 12th grade level spelling skills. The TRS provider shall appropriately test applicants to determine grade level spelling skill. The PUCT Contract Administrator may request that the TRS provider submit reports on relay agent spelling skills and the TRS provider shall comply within a reasonable period of time not to exceed 30 days.
2. TRS relay agents must be able to type at a speed of 60 words per minute (wpm) for five minutes by the first day of actual relay agent work. These relay agents must be tested every six months to ensure that the 60-wpm for five minutes standard (voice to text) is maintained. These periodic tests shall simulate actual working conditions and must not be standard typing tests. Tests should be modified with sufficient frequency to ensure that relay agents cannot "learn" the test. The PUCT Contract Administrator may request that the TRS provider submit reports on relay agent typing speed scoring, and the TRS provider shall comply within a reasonable period of time not to exceed 30 days.
3. The relay agent's speech must be clear and easily understood by hearing relay users.
4. In order to assist in clearer understanding between the two parties, relay agents must translate the typed languages of relay users whose primary language may be ASL or whose written English language skills are limited to grammatically correct conversational English. If text users instruct the relay agent to type verbatim, agents shall follow such instructions.
5. During all shifts, TRS relay agents fluent in Spanish must be available to provide translation when one or both relay users communicate in Spanish. Most Spanish speakers in Texas are familiar with the Spanish spoken in Mexico. Therefore, proposers must explain how they will ensure agents can speak with accent, idiom, and other language characteristics used in Spanish spoken in Mexico so that their speech will be understandable by Spanish-speaking Texas Relay users and so that they will accurately relay communications by Spanish-speaking Texas Relay users.

#### H. TRS and CapTel Audits

The contractor will be responsible for engaging an independent auditor to conduct the audits specified below. The audits must be completed within 90 calendar days after the fiscal year has ended (August 31st). The contractor must receive the Relay Administrator's written approval of the audit firm and of the proposed scope of work before the audit begins.

1. Years One and Three – The contractor will engage an independent auditor to conduct a SASE 16 Type II audit on administrative and operational procedures for the fiscal years ending August 31, 2017: and August 31, 2019.
  2. Year Two and Four – The contractor will engage an independent auditor to conduct quality assurance audits on all aspects of relay service delivery covered by the contract to determine whether the expected level of service is being met. The scope of these audits will include, but is not limited to, the following performance criteria:
    - (i) Typing speed/captioning speed
    - (ii) Typing accuracy/captioning accuracy
    - (iii) Average accuracy with and without corrections
    - (iv) Reason for errors
    - (v) Average connect time
    - (vi) Conversation minute length
- I. The cost of these audits will be billed as a separate line item on the relay service invoice and will be paid from USF funds. Upon completion of each audit, the contractor will provide the auditor's written report with management response to the PUCT. The written report must include all processes and procedures that were examined and the results of the examination.

## **V. Outreach**

### **A. Budget**

The TUSF will reimburse the TRS provider up to \$100,000 per year (beginning December 1, 2016) for outreach and promotional items to Texas localities including up to \$10,000 per year for website development and maintenance. Proposers must commit to performing outreach activities, describe sample outreach activities, and commit to monthly reporting. Monthly reporting can be part of the monthly invoice as noted in Exhibit G. The TRS provider shall coordinate/provide annual Relay Texas outreach projects including but not limited to: a Relay Texas website; participation in events that provide disability-related information for people with hearing and/or speech loss; promotional give-aways with Relay Texas logo; and promoting general public awareness.

### **B. Annual Approval**

The TRS provider annually shall outline costs and activities for each outreach project and submit them to the PUCT Contract Administrator for review.

### C. Promotional Items

The TRS provider will work closely with the PUCT Contract Administrator in designing, developing, and approving promotional items intended to educate Texans about Relay Texas and thus bring its services to all potential users. These items may include but are not limited to brochures, giveaways, and videos (informational or training).

### D. Website Development and Maintenance

The TRS provider shall maintain a Relay Texas web site accessible by and useful to consumers in order to provide pertinent relay service information including service provider contact information. The TRS provider will work closely with the PUCT Contract Administrator in designing, developing, and approving website information intended to educate Texans about Relay Texas. The relay service contract manager shall report all updates and changes to the website to the PUCT Relay Administrator as they occur. The website shall be operational by December 1, 2016. Costs incurred shall be reimbursed up to \$5,000 per year.

## VI. Reporting Requirements

Proposers must address each of the following reporting specifications in their proposals, giving enough detail to allow technical reviewers to understand precisely how the proposer will provide the required service or information.

### A. Mandatory Records Maintenance

1. The TRS provider must maintain its records of all relay operations to permit the review and confirmation of TRS and CTS VCO data as well as other data by the PUCT Contract Administrator.
2. The TRS Provider must report enough information to local exchange companies to enable them to meet the statutory prohibition on charging access charges on calls that originate and terminate within the same local calling area.

### B. Monthly Reports

The following are mandatory monthly reports. (Refer to Attachment D for formatted copies of mandatory reports from April 2016.)

1. Invoice Cover Signature and Invoice Charges Summary
2. Invoice Details of Compensation and Statistics
3. Invoice Charges Summary
  - (i) Part One of the Invoice Charges Summary will be based on the data from Invoice Page Two. Part One will be a single page and have the minimal necessary expense information that will ultimately be submitted to the Texas USF Administrator. Part One must contain the following information:
    - (a) Total requested service compensation



- (b) Total amount due based on standardized price(s) per minute for contracted TRS and VCO service(s).
  - (c) Outreach expenses
  - (d) ASA Non-Compliance Penalty – total credit amount for the invoice.
  - (e) Total amount due
  - (f) Certification of statement's and charges' accuracy
  - (g) Signature lines for TRS contract administrator and PUCT Contract Administrator.
- (ii) Part Two of the Invoice Charges Summary will provide detail and statistics supporting Part One. The following items will be included for all all services provided based upon this Statement of Work provided:
- (a) Total conversation minutes, which include local, intrastate, interstate, international and toll-free calls.
  - (b) Total non-billable conversation minutes (to include interstate and international calls, calls to 8XX and 9XX numbers, including toll free calls) which will be deducted from the total conversation minutes to produce total billable minutes.
  - (c) Total billable minutes
  - (d) Price per minute of service
  - (e) Subtotal of service compensation (billable minutes multiplied by price-per-minute of service)
  - (f) Publicity/Outreach Expense
  - (g) Total Credit Amount due based on ASA Non-Compliance Penalty fees, including identification of the month against which the penalty fees were assessed with a copy of the letter from the PUCT on the Non-Compliance Penalty Fee attached.
  - (h) Total service Compensation
4. Account Summary – Summary of charges incurred and outstanding balances (if any).
  5. Traffic Report – Conversation Minutes
  6. Attempted Calls Breakdown
  7. Speech to Speech (S2S) Statistics
  8. Number of Monthly Emergency Calls

9. Texas Traffic Pattern Statistics with TRS and CTS statistics provided separately
10. Blockage Report
11. Call Detail Report with TRS and CTS information provided separately
12. Calls to Relay by Device. This report must include the total number of monthly TRS outbound calls handled to each type of device, percent of total calls by device, total minutes of service by device, average length of call for each type of device, average speed of agent interaction for each type of device, total TRS inbound for each type of device, total TRS inbound for each type of device by Spanish-speaking users, total TRS inbound by English-speaking users, and total TRS inbound by all users and all devices. The devices to be included are those in the following list:
  - (i) Calls to Relay Texas by device:
    - (a) TTY Baudot calls
    - (b) Turbocode
    - (c) ASCII calls
    - (d) Voice calls
    - (e) Voice carryover calls
    - (f) Hearing carryover calls
    - (g) Deaf-blind ASCII
    - (h) Deaf-blind Baudot
    - (i) Speech-to-speech calls by speech-disabled
    - (j) Speech-to-speech NCO calls by hearing-disabled
    - (k) Sub-total of each
13. Intrastate/Interstate Report with TRS and Speech-to-Speech (S2S) information provided separately.
14. Average Speed of answer
  - (i) Daily
  - (ii) Monthly
  - (iii) Daily call setup/wrap up averages
15. Number Plan Area (NPA) usage statistics report for TRS
  - (i) Identify NPA

- (ii) Number of subscribers in each identified NPA
- (iii) Percent of total Texas subscribers in each identified NPA
- (iv) Number of completed calls for each identified NPA
- (v) Completed rate for each identified NPA
- (vi) Minutes of total use for each identified NPA
- (vii) Percent of total Texas use for each identified NPA
- (viii) Minutes of agent time for each identified NPA
- (ix) Number of inbound calls for each identified NPA
- (x) Number of outbound calls for each identified NPA
- (xi) Outbound-to-inbound ratio for each identified NPA

#### 16. NPA Usage Statistics Report for CTS

- (i) Same format as VI.B.15 above (i. – xi.)

#### 17. Average Length of Call Report

#### 18. S2S Call Summary

#### 19. Delayed Call Report

The Delayed Call Report provides data on the number of abandoned calls and the time a relay user waits before the TRS provider responds.

- (i) For the monthly inbound call profile, report:
  - (a) Number of inbound calls (calls placed to the TRS center)
  - (b) Number of inbound calls placed in queue
  - (c) Number of inbound calls answered from queue
  - (d) Number of inbound calls abandoned from queue
  - (e) Percentage of abandoned calls to total calls in queue
- (ii) Delayed Call Profile – See Attachment D. This profile consists of section-by-section data and cumulative data.
  - (a) The Delayed Call profile shows how many callers stayed in queue for the following time frames:
    - (1) Less than 1 second;

- (2) 1 – 5 seconds;
- (3) 5.01 – 10 seconds;
- (4) 10.01 – 15 seconds;
- (5) 15.01 – 20 seconds;
- (6) 20.01 – 25 seconds;
- (7) 25.01 – 30 seconds;
- (8) 30.01 – 40 seconds;
- (9) 40.01 – 50 seconds;
- (10) 50.01 – 60 seconds;
- (11) 60.01 – 90 seconds;
- (12) 90.01 – 120 seconds;
- (13) 120.01 – 180 seconds; and
- (14) More than 180 seconds.

(b) For each time frame, the chart will show the following:

- (1) Total number of inbound calls;
- (2) Number of inbound calls processed;
- (3) Number of abandoned inbound calls; and
- (4) Percentage of calls processed that are inbound calls (for cumulative report).

## 20. Year-to-Date charges and payments

## 21. Checklist of Deliverables

- (i) Number of billable calls (local, intrastate, toll-free, and directory assistance calls)
- (ii) Average length of outbound calls in conversation minutes
- (iii) Average length of conversation minutes of completed relay calls
- (iv) Average call set/wrap-up time as a percentage of length of completed calls (session minutes)
- (v) Monthly average speed of answer

## 22. Monthly Minutes of Service, Calls Handled, and Percentage Report (see Attachment

D)

The Monthly Minutes of Service, Calls Handled, and Percentage Reports provide data supporting the charges shown on the invoice, including a breakdown of TRS and CTS VCO total minutes of service, total calls handled, and percentage of billable calls handled to total calls handled. The following three reports must be provided on one page:

(i) Monthly Summary Detail Record (Billable Minutes Account Summary)

- (a) Totals must include: minutes of services; total number of calls handled; deductions from sub-total, including non-billable minutes of service; total number of calls handled and percent of calls handled to total calls handled. These deductions will be subtracted from the subtotal to create total billable call data. Totals to be included are total billable minutes of service, total number of calls handled, and percent of billable calls handled to total calls handled.
- (b) Monthly Detail of Billable Data – The total minutes of service, total number of calls handled shall be included on the monthly invoice with respect to TRS and CTS VCO serviced provided in the order listed below:
  - (1) Local
  - (2) Intrastate
  - (3) Intrastate toll-free
  - (4) 8XX and 9XX pay-per-call
  - (5) Intrastate directory assistance
  - (6) Emergency
  - (7) Sub-totals of minutes of service, total call, and total percentage.
- (c) Monthly Detail of Non-Billable Data – Unless otherwise stated, the following items will be included on the invoice in the order listed: total minutes of service, total number of calls handled:
  - (1) Interstate
  - (2) Interstate toll-free
  - (3) 8XX and 9XX pay-per-call
  - (4) International
  - (5) Interstate Directory Assistance
  - (6) Interstate busy/ring/no answer

- (7) General Assistance
- (8) Intrastate busy/no answer
- (9) Subtotals of minutes of service.

23. Daily activity report reflecting data for both TRS and CTS VCO service provided

- (i) Number of calls handled for each day of the month
- (ii) Average number of weekday calls
- (iii) Average number of weekend calls
- (iv) Peak day and hours of operation

24. Average Speed of Answer

25. To allow the PUCT to verify the information included in the invoice and the average speed of answer, the TRS provider must attach call detail reports from the switch to the invoice.

26. Traffic Reports – NPA/NXX (see Attachment D) – Traffic reports shall include two numbering plan area (NPA) traffic reports, one for TRS and one for CTS.

(i) NPA Usage Statistics Report for TRS

- (a) Identify NPA
- (b) Number of subscribers for each identified NPA
- (c) Percent of total Texas subscribers in each identified NPA
- (d) Number of completed calls for each identified NPA
- (e) Completed rate of each identified NPA
- (f) Minutes of total Texas use for each identified NPA
- (g) Percent of non-conversation time for each identified NPA
- (h) Number of inbound calls for each identified NPA
- (i) Number of outbound calls for each identified NPA
- (j) Outbound-to-inbound ratio for each identified NPA

(ii) NPA Usage Statistics Report for CTS – shall include the same details listed for NPA Usage Statistics Report for TRS listed in VI.B.26(i) above.

27. Reporting discrepancies, errors, and misconduct

Contractor shall provide a detailed explanation of any discrepancies or errors uncovered in a review of the monthly data provided in the monthly invoice

- (i) If the PUCT requires any corrective action arising from audit reports, Contractor shall provide a monthly status report to the PUCT Contract Administrator addressing any corrective action arising from audit reports. This information shall include, but shall not be limited to, the status of actions regarding billing or data reporting errors.
- (ii) Contractor shall provide notification to the PUCT Contract Administrator of actual or suspected waste, fraud, abuse, or other potential misconduct in writing within seven working days of discovery.

28. Annual Reports - Report on Texas Relay activities from previous years, proposed outreach activities for next fiscal year, all FCC complaint Logs and MARS reports.

## VII. Pricing Proposal

Proposers must submit their pricing proposals based on the following definitions and instructions. Proposers are solely responsible for seeking clarification and asking questions concerning these definitions and instructions.

- A. Conversation Minutes – The time that all three parties (caller, called party, and relay agent) are connected during a relay call, calculated on a per-minute basis of usage. The called party can include answering machines, answering services, voicemail, voice menus, etc. Time spent beginning a call, time between calls, or time spent ending a call when only the relay agent and one other party are connected is not included in conversation minutes. Conversation minutes must be timed to the tenth of a second (or less) for each relay call. The total number of conversation minutes for each 24-hour period may be rounded up to the nearest second.
- B. Standardized Rate of Service. One standardized rate for TRS (including all mandatory services specified). Note: In determining standardized rates for mandatory services, there shall be no “minimum minutes” required to provide the service with the rates specified.
- C. Texas Universal Service Fund (TUSF) – the fund established by Texas law in Texas Utilities Code Chapter 56, Subchapter D (Section 56.101 et seq) from which payment is made to compensate the TRS provider. The TUSF administrator will make monthly payments, as provided by the contract, to the TRS provider after the PUCT approves each invoice.
- D. The Proposal Pricing Package. The proposal pricing package must contain pricing for mandatory services to be considered responsive. Proposers who wish to include enhancements in their proposal may do so. Proposers must identify pricing for any enhancements or features included in the pricing proposal.
- E. The total four-year estimated Billable Conversation Minutes to use for pricing proposal purposes are:
  - 1. TRS: 1,400,000

2. VCO: 3,000,000

These numbers are intended to serve as estimates only, and are not intended to serve as a limitation or guarantee of conversation minutes for the contemplated contract.



## ATTACHMENT B

### SAMPLE CONTRACT TERMS

#### Article 1. DEFINITIONS

When used in this Contract, the following terms shall have the following meanings:

**1.1 “Public Utility Commission,” “PUCT,” or “Commission”** means the Public Utility Commission of Texas acting through its Executive Director and the agency’s designated Contract Administrator.

**1.2 “Contractor”** includes **NAME**, and any successors, heirs, and assigns.

**1.3 “Services”** means any and all services performed and any and all goods and products delivered by Contractor as specified in Attachment A, Statement of Work (SOW).

#### Article 2. COMPENSATION

**2.1 Compensation.** Contractor agrees to provide all Services (including labor, expenses, and any other services) described in Attachment A, SOW, as follows: **[insert summary of payment terms]**. Contractor understands that the PUCT is not responsible for payment of any costs or expenses exceeding this amount.

If Contractor believes that changes in the scope of Services to be performed will require Contractor to increase its fee, it must request the PUCT’s written authorization to increase its fee. The Contractor must document the changes in the scope of Services and why they will require additional effort. The PUCT must approve the increase in fee by written amendment to this Contract before the Contractor performs any Services or may invoice the increased fee.

**2.2 Payment Process.** Contractor shall submit a statement for services or invoice to the PUCT Contract Administrator no later than the 15th day of the month after the month that the Services were performed. The invoice must contain the name of the person performing Services and a brief description of work performed. No payment will be made for administrative overhead, overtime, etc.

On the statement or invoice, Contractor must include a statement that the invoice accurately describes the Services performed and the Services were performed in compliance with the Contract. The statement or invoice must include the vendor identification number issued by the Texas Comptroller or Contractor’s federal taxpayer identification number, a description of the Services provided, and the name and division of the PUCT Contract Administrator.

Contractor shall submit the statement or invoice to the PUCT as follows:

By email to: Payables@puc.texas.gov

Or by mail to: Accounts Payable  
Public Utility Commission of Texas  
P.O. Box 13326  
Austin, TX 78711-3326

**2.3 Payment for Services.** Contractor’s acceptance of payment releases the PUCT of all claims for compensation owed in connection with this Contract.

**2.4 Payments made to Subcontractors.** Contractor shall pay any subcontractor hereunder the appropriate share of payments received not later than the 10th day after the date Contractor

receives the payment. The subcontractor's payment shall be overdue on the 11th day after the date Contractor receives the payment. The PUCT must approve Contractor's use of any subcontractor before Contractor engages the subcontractor (see Sec. 5.1).

**2.5 Records.** Contractor and its subcontractors, if any, shall maintain records and books of account relating to Services provided under this Contract. Contractor shall, for a period of seven (7) years following the expiration or termination of this Contract, maintain its records (electronic and paper) of the work performed under this Contract. Records include, but are not limited to correspondence concerning the subject of this Contract between Contractor and the PUCT; Contractor's internal correspondence; and correspondence between Contractor and any third party. Contractor shall make all records that support the performance of Services and payment available to PUCT and/or its designees or the State Auditor during normal business hours with reasonable notice, upon the request of the PUCT Contract Administrator.

**2.6 Sole Compensation.** Payments under this Article are Contractor's sole compensation under this Contract. Contractor shall not incur expenses with the expectation that the PUCT or any other agency of the state of Texas will directly pay the expense to a third-party vendor irrespective of the reason for incurring those expenses.

### **Article 3. CONTRACT ADMINISTRATION**

**3.1 PUCT Contract Administration.** The PUCT designates **Darryl Tietjen** to serve as its primary point of contact and Contract Administrator throughout the term of this Contract. Contractor acknowledges that the PUCT Contract Administrator does not have any authority to amend this Contract on behalf of the PUCT, except as expressly provided herein. Contractor further acknowledges that such authority is exclusively held by the Commission or its authorized designee, Executive Director Brian H. Lloyd.

**3.2 Contractor Contract Administration.** Contractor designates its Contract Administrator as follows: **[Insert Designee(s) Here]**

**3.3 Reporting.** Contractor shall report directly to the PUCT Contract Administrator and shall perform all activities in accordance with reasonable instructions, directions, requests, rules, and regulations issued during the term of this Contract as conveyed to Contractor by the PUCT Contract Administrator.

**3.4 Cooperation.** The Parties' Contract Administrators shall handle all communications between them in a timely and cooperative manner. The Parties shall timely notify each other by email or other written communication of any change in designee or contact information.

**3.5 Inquiries and Prompt Referral.** Contractor understands that the PUCT does not endorse any vendor, commodity, or service. Contractor, its employees, representatives, other agents, or subcontractors may not issue any media release, advertisement, publication, or public pronouncement which pertains to this Contract or the Services or project to which this Contract relates or which mentions the PUCT without the prior approval of the PUCT. Contractor will promptly refer all inquiries regarding this Contract received from state legislators, other public officials, the media, or non-Parties to the PUCT Contract Administrator.

### **Article 4. REPORTS AND RECORDS**

**4.1 Written Reports.** Contractor will provide written reports to the PUCT in the form and with the frequency specified in Attachment A, SOW, or as otherwise agreed in writing between the Parties.

**4.2 Distribution of Consultant Reports.** PUCT shall have the right to distribute any consultant report associated with this contract, or to allow another Texas state agency or the Texas

legislature to distribute it. PUCT shall also have the right to post any consultant report associated with this contract to the PUCT's website or to the website of a standing committee of the legislature. This provision does not waive any right to confidentiality that PUCT may assert for the report or any portion thereof.

## **Article 5. SUBCONTRACTING PARTIES**

**5.1 Use of Subcontractors.** The Parties acknowledge and agree that at the time of execution of this Contract, Contractor intends to perform the Services required under this Contract using its own employees [or intends to perform the Services required under this Contract using the following subcontractors:]. Contractor will notify the PUCT Contract Administrator of any other proposed subcontract and will work with the PUCT HUB Coordinator to procure such other subcontractor and to submit appropriate subcontractor selection documentation for approval prior to engaging any other subcontractor, such approval not to be unreasonably withheld. Any such other subcontract or subsequent substitution of a subcontractor must be approved according to the terms of Article 7.

**5.2 Sole Responsibility.** Contractor is solely responsible for the quality and timeliness of the work produced by all subcontractors that Contractor may engage to provide Services hereunder and for the timely payment for all such work produced by all subcontractors that the PUCT accepts and pays for in accordance with the terms of this Contract.

**5.3 Prime Vendor Contract.** The Parties expressly agree that this Contract is intended to constitute a prime vendor contract, with Contractor serving as the prime vendor for delivery of the Services made the subject hereof. Contractor acknowledges and agrees that it is fully liable and responsible for timely, complete delivery of the Services described in this Contract, notwithstanding the engagement of any subcontractor to perform an obligation under this Contract.

## **Article 6. TERM, SUSPENSION, AND TERMINATION**

**6.1 Term.** The term of this Contract shall begin on the date signed by the last party to sign and shall continue in effect until January 15, 2017 unless sooner terminated under Sections 6.3 and 6.4 of this Contract.

**6.2 Termination for Cause by the PUCT.** If Contractor is in default of any material term of this Contract, the PUCT may serve upon Contractor written notice requiring Contractor to cure such default. Unless within thirty (30) days after receipt of said notice by Contractor, said default is corrected or arrangements satisfactory to the PUCT, as applicable, for correcting the default have been made by Contractor, the PUCT may terminate this Contract for default and shall have all rights and remedies provided by law and under this Contract. If PUCT terminates Contractor under Article 18.12, PUCT need not provide any notice or opportunity for curing the default.

**6.3 Termination for the Convenience of the PUCT.** The PUCT may, upon thirty (30) days written notice to Contractor, terminate this Contract whenever the interests of the PUCT so require. The PUCT will only reimburse those expenses already incurred at the time the notice is provided. The PUCT shall not be liable for any damages and/or loss to Contractor as a result of termination for convenience.

**6.4 Transfer of Duties.** In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the Contract to another entity without disruption to the provision of Services.

**6.6 Remedies for Breach.** All remedies available to PUCT for breach or anticipatory breach of

this Contract by Contractor are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Liquidated damages, actual damages, cost projections, injunction relief, and/or performance bonds may also be invoked either separately or combined with any other remedy in accordance with applicable law.

**6.6 Survival.** In the event that this Contract expires or is terminated pursuant to its terms, the rights and obligations of the Parties under it shall end; provided that the provisions of Sections 2.5, 2.6, 3.5, 4.2, 6.5, 7.5, 9.2, 9.4 through 9.6, 17.2 and 19.1 through 19.4, 19.9 and Articles 1, 10, 11, 12, 14, 15, 16, 20, 21, 23, and 28 shall survive in their entirety.

## **Article 7. ASSIGNMENT, AMENDMENTS, AND MODIFICATIONS**

**7.1 Material Change Requests.** PUCT may propose changes to Attachment A, SOW. Upon receipt of a written request from the PUCT for a change to Attachment A, SOW, Contractor shall, within a reasonable time thereafter, submit to the PUCT a detailed written estimate of any proposed price and schedule adjustment(s) to this Contract. No changes to Attachment A, SOW, will occur without the Parties' written consent as provided in accordance with the terms stated in this Contract.

**7.2 Changes in Law, Rules, or Rulings.** Subsequent changes in federal or state legislation, rules and regulations or rulings by the PUCT may require modification of the terms of this Contract, including an increase or decrease in Contractor's duties or compensation. In the event of such subsequent changes to statutes, rules, and/or regulations, the PUCT and Contractor shall negotiate the terms of a contract modification in good faith and incorporate such modification into this Contract by written amendment.

**7.3 No Assignment of Duties.** This Contract shall be binding upon and inure to the benefit of the permitted successors and assigns of any Party (including by merger of Contractor or otherwise by operation of law); provided however that Contractor shall not otherwise, without the prior written consent of the PUCT, assign or transfer this Contract or any obligation incurred under this Contract. Any attempt by Contractor to assign or transfer this Contract or any obligation incurred under this Contract, in contravention of this paragraph, shall be void and of no force and effect.

**7.4 Amendments and Modifications.** This Contract may not be amended or modified in any manner except by written instrument executed by authorized representatives of the Parties in accordance with the terms of this Contract.

**7.5 Binding on Successors.** The terms of this Contract shall be binding on any successor organization of any of the Parties.

## **Article 8. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**8.1 Warranty of Performance.** Contractor represents, warrants, and covenants that it will perform the Services outlined in Attachment A, SOW, in a professional and workmanlike manner, consistent with professional standards of practice in the professional industry.

**8.2 Warranty of Services.** Contractor warrants that the Services shall be rendered by the qualified personnel named in Section 19.8 of this Contract. If Services provided under this Contract require a professional license, then Contractor represents, warrants, and covenants that the activity will be performed only by duly licensed personnel.

## **Article 9. RISK OF LOSS AND PROPERTY RIGHTS**

**9.1 Risk of Loss.** The risk of loss for all items to be furnished hereunder shall remain with

Contractor until the items are delivered to and accepted by the PUCT, at which time the risk of loss shall pass to the PUCT.

**9.2 Ownership.** Except for materials where any intellectual property rights are vested in a third party, such as software or hardware, in which case such rights shall remain the property of the third party, all finished materials, conceptions, or products created and/or prepared for on behalf of the PUCT and purchased by the PUCT, or on behalf of the PUCT, that the PUCT has accepted as part of the performance of Services hereunder, shall be the PUCT's property exclusively and will be given to the PUCT either at the PUCT's request during the term of the Contract or upon termination or expiration of the Contract. Notwithstanding the foregoing, materials created, prepared for, or purchased exclusively by the PUCT or on behalf of the PUCT are the PUCT's exclusive property regardless of whether delivery to the PUCT is effectuated during or upon termination or expiration of this Contract.

**9.3 Licensed Software.** With PUCT's advanced written consent, contractor may obtain software licenses as an agent of the PUCT for software that is used by Contractor solely for the purpose of providing Services under this Contract. Contractor shall provide the PUCT with a copy of any software license obtained by Contractor as an agent for the PUCT for the purpose of providing Services under this Contract.

**9.4 Prior Works.** Except as provided herein, all previously owned materials, conceptions, or products shall remain the property of Contractor and nothing contained in this Contract will be construed to require Contractor to transfer ownership of such materials to the PUCT.

**9.5 Trademarks.** The Parties agree that no rights to any trademark or service mark belonging to another Party or to any non-Party are granted to any other Party by this Contract, unless by separate written instrument. The PUCT acknowledges and agrees that use of any trademark associated with any software provided by Contractor under this Contract does not give the PUCT any rights of ownership in the trademark or the software.

**9.6 Program Information.** Program information, data, and details relating to Contractor's Services under this Contract shall be maintained separately from Contractor's other activities. Contractor shall undertake all reasonable care and precaution in the handling and storing of this information.

**9.7 Provision to be Inserted in Subcontracts.** Contractor shall insert an article containing paragraphs 9.2 and 9.6 of this Contract in all subcontracts hereunder except altered as necessary for proper identification of the contracting Parties and the PUCT under this Contract.

## **Article 10. PUBLIC INFORMATION**

**10.1 Texas Public Information Act. (Texas Government Code Chapter 552).** The Parties acknowledge that notwithstanding any other provisions of this Contract, the Texas Public Information Act ("PIA") governs the treatment of all information held by or under the control of the Commission. The Commission will notify Contractor of requests for Contractor's information as provided under the PIA.

**10.2 Agreement Not Confidential.** The Parties acknowledge that not all terms of this Contract may be confidential pursuant to the Texas Public Information Act, regardless of whether those terms are marked "Proprietary," "Trade Secret," or "Confidential." Contractor further acknowledges that in the event of a dispute over the release of a proposal or part of a proposal the PUCT is bound by the decision made by the Office of the Attorney General of Texas.

**10.3 Contractor's Duty to Provide Public Information.** Contractor is required, at no additional cost to the state, to make available in a format that is accessible by the public any

information created or exchanged with the state pursuant to this contract. For the purpose of Section 10.3 of this contract, paper documents, Adobe Portable Document Format files (.pdf), Microsoft Excel spreadsheets (.xls), Microsoft Word documents (.docx), and Hypertext Markup Language (.html) files shall be considered “accessible by the public,” unless another format is specified by the PUCT, at the PUCT’s sole discretion. If information created or exchanged with the state pursuant to this contract is excepted from disclosure under the Texas Public Information Act, Contractor will not be required to make the information available to the public, but may be required to facilitate the PUCT’s provision of the information to the Texas Attorney General for a decision on the information’s confidentiality. The PUCT has no duty or responsibility to argue a defense of confidentiality to Contractor’s information or data; it shall be Contractor’s sole responsibility to do so.

## **Article 11. CONFLICTS OF INTEREST AND EMPLOYMENT RESTRICTION**

**11.1 No Conflicting Relationships.** Contractor certifies to the Commission that no existing or contemplated relationship exists between Contractor and the Commission that interferes with fair competition or is a conflict of interest, and that no existing or contemplated relationship exists between Contractor and another person or organization, whether or not located within the State of Texas, that constitutes or will constitute a conflict of interest for Contractor with respect to the Commission.

**11.2 Prohibition on Transactions with Parties Adverse to Commission.** Contractor agrees that during the term of this Contract and any extensions or renewals thereof, it will neither provide contractual services nor enter into any agreement, oral or written, to provide services to a person or organization that is regulated or funded by the Commission or that has interests that are directly or indirectly adverse to those of the Commission. The Commission may waive this provision in writing if, in the Commission’s sole judgment, such activities of the Contractor will not be adverse to the interests of the Commission.

**11.3 Notice of Conflict.** Contractor agrees to promptly notify the PUCT of any circumstance that may create a real or perceived conflict of interest, whether arising prior to or during the term of the contract. Contractor agrees to use its best efforts to resolve any real or perceived conflict of interest to the satisfaction of the PUCT. Contractor’s failure to do so shall be grounds for termination of this contract for cause, pursuant to Section 6.3.

## **Article 12. INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless the PUCT, the State of Texas, and its officers, agents, employees, representatives, contractors, assignees, and designees from any and all liabilities, claims, suits, assessments, penalties, losses, damages, demands or causes of action, and all related costs, attorney fees and expenses of whatever kind or nature asserted by a third party and occurring in any way incident to, arising out of, or in connection with acts or omissions of Contractor, its agents, employees and subcontractors, committed in the conduct of this Contract. Contractor shall have the obligation to undertake the defense of any such claim, process, or legal proceeding at Contractor’s expense; provided, however, that the PUCT may participate in the defense with counsel of its own choosing. Any defense shall be coordinated by contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit. Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. Contractor and the PUCT agree to furnish timely written notice to each other of any such claim.

If all or any part of the Deliverables is the subject of any claim, suit, or proceeding for infringement or misappropriation of any Intellectual Property Right, Contractor may, and in the event of any adjudication that the Deliverables or any part thereof infringes or misappropriates

any patent, trademark, copyright, or trade secret, or if the licensing or use of any of the Deliverables or any part thereof is enjoined, Contractor shall, at its expense do one of the following things: (i) procure for PUCT the right under such patent, trademark, copyright or trade secret to fully use the Deliverables or the affected part thereof; or (ii) replace the Deliverable or affected part thereof with another non-infringing Deliverable; or (iii) suitably modify the Deliverable or affected part thereof to make it non-infringing.

### **Article 13. INSURANCE**

Contractor agrees to comply with all state and federal laws applicable to the liability and payment of Contractor and Contractor's employees, including laws regarding wages, taxes, insurances, and workers' compensation. Neither the PUCT nor the State of Texas shall be liable to the Contractor, its employees, agents, or others for the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee.

**13.1 Minimum Insurance.** Contractor shall, at its sole cost and expense, secure and maintain as a minimum, from the Effective Date and thereafter during the term of this Contract and any renewals or extensions thereof, for its own protection and the protection of the PUCT and the State of Texas:

(a) commercial liability insurance, covering, at a minimum, the following categories of liability within the following limits: (i) bodily injury and property damage - \$1,000,000 limit per occurrence, \$2,000,000 aggregate, (ii) medical expense - \$5,000 limit per person, (iii) personal injury and advertising liability - \$1,000,000 limit, (iv) products/completed operations – \$2,000,000 aggregate, (v) damage to premises rented - \$50,000 limit;

(b) automobile liability coverage for vehicles driven by Contractor's employees (\$500,000 per occurrence); and

(c) workers' compensation insurance in accordance with the statutory limits, as follows: (i) employer's liability - \$1,000,000 each incident, (ii) disease - \$1,000,000 each employee and \$1,000,000 policy limit.

The PUCT and the State of Texas shall be named an additional insured on the commercial liability and automobile policies.

Insurance coverage shall be from companies licensed by the State of Texas to provide insurance with an "A" rating from A.M. Best and authorized to provide the corresponding coverage.

**13.2 Certificates of Insurance.** Contractor shall furnish to the PUCT certificates of insurance and any applicable endorsements, signed by authorized representatives of the surety or insurers, of all such bonds and insurance and confirming the amounts of such coverage within ten (10) days of the Effective Date of this Contract, and upon request thereafter. Contractor shall provide the PUCT Contract Administrator with timely renewal certificates as the coverage renews. Failure to maintain such insurance coverage specified herein, or to provide such certificates or endorsements promptly, shall constitute a material breach of this Contract. Contractor shall provide thirty (30) days written notice of any notice for renewal and/or cancellation of insurance.

### **Article 14. DISPUTE RESOLUTION**

The Parties agree to resolve disputes arising under this Contract through the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and Subchapter C of the PUCT Rules for Administrative Services.

### **Article 15. SOVEREIGN IMMUNITY**

The State of Texas and the PUCT do not waive sovereign immunity by entering into this

Contract and specifically retain immunity and all defenses available to them under the Constitution, the laws of the State of Texas, or the common law.

#### **Article 16. GOVERNING LAW**

Notwithstanding anything to the contrary in this Contract, this Contract shall be deemed entered into in the State of Texas and shall be governed by, construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. The Parties consent to the exclusive jurisdiction of the State of Texas. The Parties hereby submit to the jurisdiction of the courts located in, and venue is hereby stipulated to, the state courts located in Travis County, Texas. Each Party stipulates that it is subject to the jurisdiction of the courts located in Travis County, Texas, for any cause of action arising from any act or omission in the performance of this Contract. Further, each Party hereby waives any right to assert any defense to jurisdiction being held by the courts located in Travis County, Texas, for any cause of action arising from any act or omission in the performance of this Contract.

#### **Article 17. COMPLIANCE WITH LAW**

**17.1 General.** Contractor shall comply with all federal, state, and local laws, executive orders, regulations, and rules applicable at the time of performance. Contractor warrants that all Services sold hereunder shall have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which they are subject, including, but not limited to, Equal Employment Opportunity laws. All laws and regulations required in agreements of this character are hereby incorporated by this reference.

**17.2 Taxes.** Contractor agrees to comply with any and all applicable state tax laws that may require any filing with and/or payment to the State of Texas as a result of any action taken as a result of this Contract.

**17.3 Workers' Compensation.** Contractor agrees that it shall be in compliance with applicable state workers' compensation laws throughout the term of this Contract and any renewals or extensions thereof.

**17.4 Conflicts.** Contractor agrees to abide by the requirements of and policy directions provided by the Texas statutes and the rules and regulations of the PUCT, and will inform and consult with the PUCT when further interpretations or directions are needed in order to fully implement the rules and regulations of the Commission. In the event that Contractor becomes aware of inconsistencies between this Contract and a Texas statute or PUCT rule, Contractor will so advise the PUCT immediately and will cooperate fully to revise applicable provisions of this Contract as necessary.

**17.5 Compliance with Deceptive Trade Practices Act.** Contractor shall comply with Texas Business and Commerce Code Chapter 17.

**17.6 Compliance with Americans with Disabilities Act.** Contractor shall Comply with the Americans with Disabilities Act, 42 U.S.C. Chapter 126.

**17.7 Prohibited Use of Appropriated/Other Funds.** Contractor shall comply with Texas Government Code Sections 556.005 and 556.0055 related to prohibited uses of appropriated and other funds.

**17.8 Certificate of Interested Parties Form.** At the time Contractor submits a signed contract to the PUCT, Contractor shall submit a "Certificate of Interested Parties" form to the PUCT and file the form with the Texas Ethics Commission. The form and instructions for filing the form



can be found at: <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Contractor shall not perform any work under the contract, nor receive any compensation prior to filing the form with the Texas Ethics Commission.

## **Article 18. CONTRACTOR'S CERTIFICATION**

By accepting the terms of this Contract, Contractor certifies that, to the extent applicable, it is in compliance with the following requirements and prohibitions. Contractor understands and agrees that a false certification may lead to termination of this Contract for cause.

**18.1 Prohibitions on Gifts.** Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

**18.2 Delinquent Obligations.** Contractor is not currently delinquent in the payment of any franchise or sales tax owed to the State of Texas, and is not delinquent in the payment of any child support obligations under applicable state law.

**18.3 Terrorist Financing.** The PUCT is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it, via cross referencing proposers/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov/>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

Contractor certifies that the Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at: <https://www.sam.gov/>

**18.4 Antitrust.** Neither Contractor nor anyone acting for Contractor has violated the antitrust laws of this State, codified in Section 15.01, et seq. of the Texas Business and Commerce Code or the Federal Antitrust Laws, nor has communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage.

**18.5 Family Code.** Contractor has no principal who is ineligible to receive funds under Texas Family Code Section 231.006 and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

**18.6 Prohibited Compensation.** Contractor has not received compensation from the PUCT, or any agent, employee, or person acting on the PUCT's behalf for participation in the preparation of this Contract.

**18.7 Government Code.** Under Texas Government Code Section 2155.004, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

**18.8 Outstanding Obligations.** Payments due under the contract will be applied towards any debt that is owed to the State of Texas, including but not limited to delinquent taxes and child support.

**18.9 Contracting with Executive Head of State Agency.** Contractor certifies this Contract is in compliance with Texas Government Code Section 669.003 relating to contracting with the executive head of a State agency. If Texas Government Code Section 669.003 applies, bidder will provide the following information in order for the bid to be evaluated: Name of Former Executive; Name of State Agency; Date of Separation from State Agency; Position with Bidder; and Date of Employment with Bidder.

**18.10 Buy Texas.** Contractor will comply with Texas Government Code Section 2155.4441, pertaining to service contracts regarding the use of products produced in the State of Texas.

**18.11 Hurricane Recovery.** Under Texas Government Code Section 2155.006, Contractor certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**18.12 E-Verify.** Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All persons hired to perform duties within Texas, during the term of the Contract; and
2. All persons (including subcontractors) hired by the Contractor to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of PUCT, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

This term should not be construed to require Contractor to utilize E-Verify to determine the eligibility of existing employees, or otherwise use E-Verify in violation of the law.

**18.13 Debarred Vendors List.** Contractor certifies that it is not on the Debarred Vendors List located at [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/).

## **Article 19. GENERAL PROVISIONS**

**19.1 Relationship of Parties.** Contractor is and shall remain at all times an independent contractor, and nothing in this Contract shall be deemed to create a joint venture, partnership, employment, franchise, master-servant, or agency relationship between the Parties. Except as expressly provided to the contrary elsewhere in this Contract, no Party has any right or authority to act on behalf of another Party, nor to assume or create any obligation, liability or responsibility on behalf of another Party. Under no circumstances shall the relationship of employer and employee be deemed to arise between the PUCT and Contractor's personnel. Contractor shall be solely responsible for achieving the results contemplated by this Contract, whether performed by Contractor, its agents, employees or subcontractors.

**19.2 Non-Exclusivity.** Nothing in this Contract is intended nor shall be construed as creating any exclusive arrangement between Contractor and PUCT. This Contract shall not restrict PUCT from acquiring similar, equal, or like goods and/or services from other entities or sources.

**19.3 Taxes and Statutory Withholdings.** Contractor acknowledges that it is not a PUCT employee, but is an independent contractor. Accordingly, it is Contractor's sole obligation to report as income all compensation received by Contractor under the terms of this Contract. Contractor is solely responsible for all taxes (federal, state, or local), withholdings, social security, unemployment, Medicare, Workers' Compensation insurance, and other similar statutory obligations (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Contractor shall defend, indemnify and hold the PUCT harmless to the extent of any obligation imposed by law on the PUCT to pay any tax (federal, state, or local), withholding, social security, unemployment, Medicare, Workers' Compensation insurance, or other similar statutory obligation (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this Contract. Further, Contractor understands that neither it nor any of its individual employees is eligible for any PUCT employee benefit, including but not limited to holiday, vacation, sick pay, withholding taxes (federal, state, local), social security, Medicare, unemployment or disability insurance, Workers' Compensation, health and welfare benefits, profit sharing, 401(k) or any employee stock option or stock purchase plans. Contractor hereby waives any and all rights to any such PUCT employment benefit.

**19.4 Notice.** Except as otherwise stated in this Contract, all notices provided for in this Contract shall be (a) in writing, (b) addressed to a Party at the address set forth below (or as expressly designated by such Party in a subsequent effective written notice referring specifically to this Contract), (c) sent by FedEx, with proper postage affixed and (d) deemed effective upon the third business day after deposit of the notice in the U.S. Mail.

**IF TO THE PUCT:**

ATTENTION: Brian H. Lloyd, Executive Director  
1701 N. Congress Ave., 7<sup>th</sup> Floor  
Austin, TX 78701

With copies to the PUCT Contract Administrator, and Erica Duque, CTPM, CTCM, at the same address.

**IF TO CONTRACTOR:**

ATTENTION:  
ADDRESS  
CITY, STATE, ZIP CODE

**19.5 Headings.** Titles and headings of paragraphs and sections within this Contract are provided merely for convenience and shall not be used or relied upon in construing this Contract or the Parties' intentions with respect thereto.

**19.6 Export Laws.** Contractor represents, warrants, agrees and certifies that it (a) shall comply with the United States Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and rules and regulations of the United States Department of Commerce or other United States or foreign agency or authority and (b) shall not knowingly permit any non-Party to directly or indirectly, import, export, re-export, or transship any intellectual property or any third Party materials accessed by Contractor during the course of this Contract in violation of any such laws, rules or regulations.

**19.7 Preprinted Forms.** The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this Contract is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. The terms of this Contract cannot

be amended, modified, or altered by any conflicting terms, provisions, or conditions contained in a proposal or a preprinted form, such as purchase orders or acknowledgements. If any conflict exists between this Contract and any terms and conditions on a proposal, purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Contract will govern.

**19.8 Specific Personnel.** Contractor has identified the personnel for this assignment (“Team”), as follows: **[list]**

Contractor warrants that it shall use its best efforts to avoid any changes to the Team during the course of this Contract. Should personnel changes occur during the term of this Contract or any extensions or renewals thereof, Contractor will recommend to the PUCT personnel with comparable experience and required qualifications and training. The PUCT must approve any change in personnel on this project in writing. Contractor shall provide individuals qualified to perform the tasks assigned to such individual. At the PUCT's request, Contractor shall remove from the project any individual whom the PUCT finds unacceptable for any reason in the PUCT's sole discretion. Contractor shall replace such individual with another individual satisfactory to the PUCT as soon as practicable.

**19.9 Publicity.** Contractor understands and agrees that no public disclosures or news releases pertaining to this Contract or any results or findings based on information provided, created, or obtained to fulfill the requirements of this Contract shall be made without the prior written approval of the PUCT.

#### **Article 20. NO IMPLIED WAIVER**

The failure of any party, at any time, to enforce a provision of this contract will not constitute a waiver of that provision; will not affect the validity of this contract or any part of it; and will not affect the right of any party to enforce each and every provision.

#### **Article 21. ORDER OF PRECEDENCE**

In the event of conflicts or inconsistencies between the provisions of this contract and its attachment(s), the following are given preference in the order listed below:

- 1) The terms and conditions of this contract;
- 2) Attachment A, SOW, including any exhibits;
- 3) The contractor's proposal.

#### **Article 22. FORCE MAJEURE**

Neither the PUCT nor Contractor will be considered in default in the performance of its obligations under this contract to the extent that the performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected party, which such party could not, by due diligence have avoided, including but not limited to acts of God, severe weather, explosions, riots, acts of war, or orders of legal authority. Such causes will not relieve either party of liability in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner, with all reasonable dispatch, and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause that prevented or delayed performance of the obligations. If the event of Force Majeure continues for a period of more than one hundred and eighty (180) days, either party thereafter may terminate this contract upon giving at least ten (10) days prior written notice to the other party.

#### **Article 23. SEVERABILITY**

If any provision of this contract is held unlawful or otherwise unenforceable, such provision will be severed and deemed deleted and the remainder of this contract will continue in full force and effect, as if such provision had never existed.

#### **Article 24. FUNDING OUT CLAUSE**

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, provisions of the Termination Article shall apply. Any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature. *See* Texas Constitution, Article III Section 49, State Debts; and Texas General Appropriations Act for the 2014-2015 Biennium, Article IX, Section 6.03, Excess Obligations Prohibited.

#### **Article 25. DRUG FREE WORKPLACE POLICY**

The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988, 41 U.S.C. § 8102, et seq., and 48 CFR § 52.223-6 Drug-Free Workplace) and maintain a drug-free work environment. The requirements of the Drug Free Workplace Act and the rules interpreting it are incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments that may hereafter be issued.

#### **Article 26. SUBSTITUTIONS**

Substitutions are not permitted without written approval of the PUCT.

#### **Article 27. RIGHT TO AUDIT**

Pursuant to Section 2262.003 of the Texas Government Code, the State Auditor may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the state directly under this Contract or indirectly through a subcontract under this contract. The acceptance of funds by Contractor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Contractor or any other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract awards.

#### **Article 28. ENTIRE AGREEMENT**

This contract, including Attachment A, SOW, constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes and merges all prior discussions, writings, negotiations, understandings, and agreements concerning the provision of these Services. Any terms and conditions attached to a solicitation will not be considered unless incorporated into this Contract by specific reference.

In WITNESS WHEREOF both parties by their duly authorized representatives have executed this contract effective as of **[DATE]**.

**The Public Utility Commission of Texas**

**Contractor**

By:

By:

\_\_\_\_\_  
Brian H. Lloyd  
Executive Director

\_\_\_\_\_  
Name  
Title

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ATTACHMENT C**  
**HUB SUBCONTRACTING PLAN INFORMATION**

In accordance with Texas Government Code Section 2161.252, the PUCT has determined that subcontracting opportunities are probable under this contract. Therefore, proposers, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Government Code Section 2161.252(b).**

Proposers can find the HUB Subcontracting Plan forms and instructions for filling out the forms on the Comptroller of Public Accounts' website at

<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.